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23 INC., and INDIANA LUMBERMENS
24 MUTUAL INSURANCE COMPANY

25 **IN THE UNITED STATES DISTRICT COURT**
26 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

27 BAIL BUSTERS, INC., a California
28 Corporation

Plaintiff,

v.

ANDREW AMIR I. STERLING, et al.,
Defendants.

Case No. CV-10-02150 DMG (JCx)

**STIPULATED PROTECTIVE
ORDER**

[CHANGES MADE BY COURT]

Hon. Dolly M. Gee

1 **IT IS HEREBY STIPULATED AND AGREED** by and between Plaintiff Bail
2 Busters, Inc. (“Plaintiff”) and Defendants Andrew Amir I. Sterling, Andrew Sterling
3 Bail Bonds, Inc., and Indiana Lumbermens Mutual Insurance Company (collectively,
4 “Defendants”) as follows:

5 **1. PURPOSES AND LIMITATIONS**

6 Disclosure and discovery activity in this action are likely to involve
7 production and disclosure of certain documents and information pertaining to the
8 parties’ financial information, competitive information, personnel information,
9 product development, or other kinds of commercially sensitive or proprietary
10 information, which require special protection from public disclosure and from use
11 for any purpose other than prosecuting this litigation. Accordingly, the parties
12 hereby stipulate to and petition the Court to enter the following Stipulated
13 Protective Order. The parties acknowledge that this Stipulated Protective Order
14 does not confer blanket protections on all disclosures or responses to discovery and
15 that the protection it affords extends only to the limited information or items that
16 are entitled under the applicable legal principles to treatment as confidential. The
17 parties further acknowledge, as set forth in Section 10, below, that this Stipulated
18 Protective Order creates no entitlement to file confidential information under seal.

19 **2. DEFINITIONS**

20
21 2.1. Party: any party to this action, including all of its officers, directors,
22 employees, house counsel, corporate parents, subsidiaries, affiliates,
23 consultants, retained experts, and outside counsel (and their support staff).

24 2.2. Disclosure or Discovery Material: all items or information, regardless of the
25 medium or manner generated, stored, or maintained (including, among other
26 things, testimony, transcripts, or tangible things) that are produced or
27 generated in disclosures or responses to discovery in this matter.
28

1 2.3. “Confidential” Information or Items: information (regardless of how
2 generated, stored or maintained) or tangible things that the Producing Party
3 or Designating Party believes in good faith constitutes proprietary
4 information, competitively or commercially sensitive information, or
5 otherwise non-publicly available information, the disclosure of which
6 without restriction would be detrimental to that party in the conduct of its
7 business, that is not, or has not: (a) become public knowledge, as shown by
8 publicly available writings, other than through violation of the terms of this
9 Stipulated Protective Order; (b) is or was acquired lawfully by a non-
10 designating party that has no obligation to the owner of the information; (c)
11 is or was disclosed by a non-designating party with the approval of the
12 designating party; or (d) is or has been independently developed by the
13 Receiving Party.

14 2.4. “Highly Confidential – Attorneys’ Eyes Only” Information or Items:
15 extremely sensitive “Confidential Information or Items” whose disclosure to
16 another Party or nonparty would create a substantial risk of serious injury
17 that could not be avoided by less restrictive means.

18 2.5. Receiving Party: a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20 2.6. Producing Party: a Party or non-party that produces Disclosure or Discovery
21 Material in this action.

22 2.7. Designating Party: a Party or non-party that designates information or items
23 that it produces in disclosures or in responses to discovery as “Confidential”
24 or “Highly Confidential – Attorneys’ Eyes Only.”

25 2.8. Protected Material: any Disclosure or Discovery Material that is designated
26 as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

27 2.9. Outside Counsel: attorneys who are not employees of a Party but who are
28 retained to represent or advise a Party in this action.

1 2.10. House Counsel: attorneys who are employees of a Party, perform
2 exclusively legal services, and are not engaged in competitive
3 decisionmaking.

4 2.11. Counsel (without qualifier): Outside Counsel and House Counsel (as
5 well as their support staffs).

6 2.12. Expert: a person with specialized knowledge or experience in a matter
7 pertinent to the litigation who has been or may be retained by a Party or its
8 counsel to serve as an expert witness or as a consultant in this action and
9 who is not a past or a current employee of a Party or a competitor of a Party
10 and who, at the time of retention, is not anticipated to become an employee
11 of a Party or a competitor of a Party. This definition includes a professional
12 jury or trial consultant retained in connection with this litigation.

13 2.13. Professional Vendors: persons or entities that provide litigation
14 support services (*e.g.*, photocopying; videotaping; translating; preparing
15 exhibits or demonstrations; organizing, storing, retrieving data in any form
16 or medium; etc.) and their employees and subcontractors.

17 **3. SCOPE**

18 The protections conferred by this Stipulated Protective Order cover not
19 only Protected Material (as defined above), but also any information copied or
20 extracted therefrom, as well as all copies, excerpts, summaries, or compilations
21 thereof, plus testimony, conversations, or presentations by parties or counsel to or
22 in court or in other settings that might reveal Protected Material.

23 **4. DURATION**

24 Following the conclusion or termination of this litigation, the
25 confidentiality obligations imposed by this Stipulated Protective Order shall remain
26 in effect until a Designating Party agrees otherwise in writing or a court order
27 otherwise directs.
28

5. DESIGNATING PROTECTED MATERIAL

5.1. Exercise of Restraint and Care in Designating Material for Protection. Each Party or non-party that designates information or items for protection under this Stipulated Protective Order shall limit any such designation to specific material that qualifies under the appropriate standards. A Designating Party shall designate for protection only those parts of material, documents, items, or oral or written communications that qualify — so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Stipulated Protective Order.

If a Party or a non-party concludes that information or items that it designated for protection do not qualify for protection at all, or do not qualify for the level of protection initially asserted, that Party or non-party must promptly notify all other parties in writing that it is withdrawing the incorrect designation.

5.2. Manner and Timing of Designations. Except as otherwise provided in this Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a) and section 5.3, below), or as otherwise stipulated or ordered, material that qualifies for protection under this Stipulated Protective Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Stipulated Protective Order requires:

(a) for information in documentary form (apart from transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on each page that contains protected material.

A Party or non-party that makes original documents or materials available for inspection need not designate them for protection until after the

1 inspecting Party has indicated which material it would like copied and produced.
2 During the inspection and before the designation, all of the material made available
3 for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’
4 EYES ONLY.” After the inspecting Party has identified the documents it wants
5 copied and produced, the Producing Party must determine which documents qualify
6 for protection under this Stipulated Protective Order, then, before producing the
7 specified documents, the Producing Party must affix the appropriate legend
8 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
9 ONLY”) on each page that contains Protected Material.

10 (b) for testimony given in deposition, that the Party or non-party
11 offering or sponsoring the testimony identifies on the record, before the close of the
12 deposition, all protected testimony, and further specifies any portions of the
13 testimony that qualify as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY.” When it is impractical to identify separately each
15 portion of testimony that is entitled to protection, and when it appears that
16 substantial portions of the testimony may qualify for protection, the Party or non-
17 party that sponsors, offers, or gives the testimony may invoke on the record (before
18 the deposition is concluded) a right to have up to 20 days from the date of receipt of
19 the transcript to identify the specific portions of the testimony as to which
20 protection is sought and to specify the level of protection being asserted
21 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY”). When this right has been invoked, the transcript shall be treated as
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” during the sooner
24 of: (a) 20 days from the date of receipt of the transcript; or (b) the date that the
25 specific portions of testimony for which protection is sought have been designated
26 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY” and such designations have been served. The foregoing applies only if the
28 above-mentioned 20-day period is invoked. Only those portions of the testimony

1 that are appropriately designated for protection within the 20 days shall be covered
2 by the provisions of this Stipulated Protective Order.

3 Transcript pages containing Protected Material must be separately
4 bound by the court reporter, who must affix to the top of each such page the legend
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY,” as instructed by the Party or nonparty offering or sponsoring the witness
7 or presenting the testimony.

8 (c) for information produced in some form other than documentary,
9 and for any other tangible items, that the Producing Party affix in a prominent place
10 on the exterior of the container or containers in which the information or item is
11 stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY.”

13 5.3. Inadvertent Production or Failure to Designate.

14 (a) An inadvertent failure to designate qualified information or
15 items as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” does not,
16 standing alone, waive the Designating Party’s right to secure protection under this
17 Stipulated Protective Order for such material. In the event that any document or
18 thing qualifying for designation as “Confidential” or “Highly Confidential –
19 Attorneys’ Eyes Only” is inadvertently produced without the proper designation,
20 the Producing Party shall identify such document or thing promptly in writing after
21 its inadvertent production is discovered and provide a copy of such document or
22 thing with the proper designation to counsel for the Receiving Party, upon receipt
23 of which the Receiving Party shall promptly return or verify in writing that it has
24 destroyed all copies of the document or thing in its previously undesignated or
25 misdesignated form.

26 (b) In the event that any document or thing containing or
27 constituting privileged attorney-client communications or attorney work product is
28 inadvertently produced, the Producing Party shall notify the Receiving Party

1 promptly in writing after it is discovered that the privileged material was
2 inadvertently produced for inspection or provided, and upon receipt of such
3 notification the Receiving Party shall promptly return to counsel for the Producing
4 Party any and all copies of such document or thing and thereafter refrain from any
5 use whatsoever, in this case or otherwise, of such document or thing. The
6 inadvertent production of any document or thing for which a claim of attorney-
7 client privilege or work-product doctrine is subsequently asserted by the Producing
8 Party shall not constitute a subject matter waiver of a valid claim of privilege or
9 work-product doctrine as to any other document or thing in the possession of the
10 Producing Party, or as to any communication or information within the knowledge
11 of the Producing Party.

12 (c) In the event that a Receiving Party receives a document or thing
13 containing privileged attorney-client communications or attorney work product that
14 the Receiving Party believes has been inadvertently produced, the Receiving Party
15 shall notify the Producing Party promptly in writing after it is discovered that the
16 privileged material may have been inadvertently produced for inspection or
17 provided. If the Producing Party has notified the Receiving Party of inadvertent
18 production hereunder, or has confirmed the inadvertent production called to its
19 attention by the Receiving Party, the Receiving Party shall promptly return to
20 counsel for the Producing Party any and all copies of such document or thing and
21 thereafter refrain from any use whatsoever, in this case or otherwise of such
22 document or thing. The inadvertent production of any document or thing for which
23 a claim of attorney-client privilege or work-product doctrine is subsequently
24 asserted by the Producing Party shall not constitute a subject matter waiver of a
25 valid claim of privilege or work-product doctrine as to any other document or thing
26 in the possession of the Producing Party, or as to any communication or
27 information within the knowledge of the Producing Party.

1 5.4. Knowing and Voluntary Disclosure of Privileged Material or Work Product.

2 The knowing and voluntary disclosure of a document, thing, or
3 communication, or of information that would otherwise be protected by the
4 attorney-client privilege or the work-product doctrine, shall constitute a
5 waiver of attorney-client privilege or work-product doctrine only as to the
6 specific topic contained in the document, thing, communication, or
7 information disclosed. In no event will the waiver described in this
8 paragraph include: (a) any document, thing, communication, or information
9 communicated to or from or prepared by or on behalf of any Outside
10 Counsel (or their agents) representing either party in this litigation; or (b)
11 any document, thing, communication, or information communicated to or
12 from or prepared by or on behalf of House Counsel or any other Outside
13 Counsel of either party for purposes of this litigation.

14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 6.1. Timing of Challenges. Any challenge to a Designating Party's
16 confidentiality designation shall be made as promptly as the circumstances
17 permit.

18 6.2. Meet and Confer. A Party wishing to challenge a Designating Party's
19 confidentiality designation shall begin the process by conferring directly
20 with counsel for the Designating Party in accordance with Civil Local Rule
21 37-1. The challenging Party must explain why it believes the confidentiality
22 designation is improper. The Designating Party shall have 5 days in which
23 to review the designated material and either re-designate the material or
24 explain the basis for the chosen designation. A challenging Party may not
25 proceed to the next stage of the challenge process unless it has met and
26 conferred, or attempted to meet and confer, with the Designating Party.

1 6.3. Judicial Intervention. If the parties are unable to informally resolve a
2 challenge to a particular designation, the challenging Party may proceed
3 pursuant to Civil Local Rules 37-2 and 37-3 and must identify in the
4 submission to the Court the challenged material and set forth in detail the
5 basis for the challenge. Until the Court rules on the challenge, all parties
6 shall continue to afford the material in question the level of protection to
7 which it is entitled under the Producing Party's designation.

8 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

9 7.1. Basic Principles. A Receiving Party may use Protected Material that is
10 disclosed or produced by another Party or by a non-party in connection with
11 this case only for prosecuting, defending, or attempting to settle this
12 litigation. Such Protected Material may be disclosed only to the categories
13 of persons and under the conditions described in this Stipulated Protective
14 Order. When the litigation has been terminated, a Receiving Party must
15 comply with the provisions of section 12, below (FINAL DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party
17 at a location and in a secure manner that ensures that access is limited to the
18 persons authorized under this Stipulated Protective Order.

19 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
20 ordered by the Court or permitted in writing by the Designating Party, a
21 Receiving Party may disclose any information or item designated
22 CONFIDENTIAL only to:

23 (a) the Receiving Party's Outside Counsel of record in this action,
24 as well as employees of said Outside Counsel to whom it is reasonably necessary to
25 disclose the information for the prosecution or defense of this litigation;
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1 (b) the Receiving Party's House Counsel, as well as employees of
2 said House Counsel to whom it is reasonably necessary to disclose the information
3 for the prosecution or defense of this litigation;

4 (c) the officers, directors, or employees of the Receiving Party to
5 whom disclosure is reasonably necessary for the prosecution or defense of this
6 litigation and who have signed the "Agreement to Be Bound by Protective Order"
7 (Exhibit A);

8 (c) experts (as defined in this Stipulated Protective Order) (1) to
9 whom disclosure is reasonably necessary for the prosecution or defense of this
10 litigation, and (2) who have signed the "Agreement to Be Bound by Protective
11 Order" (Exhibit A);

12 (d) the Court and its personnel;

13 (e) court reporters, their staffs, and professional vendors to whom
14 disclosure is reasonably necessary for the prosecution or defense of this litigation;

15 (f) during their depositions, witnesses in the action to whom
16 disclosure is reasonably necessary and who testify under oath to their agreement to
17 be bound by this Stipulated Protective Order. Pages of transcribed deposition
18 testimony or exhibits to depositions that reveal Protected Material must be
19 separately bound by the court reporter and may not be disclosed to anyone except
20 as permitted under this Stipulated Protective Order.

21 (g) the author of the document or the original source of the
22 information, and the persons who originally received the document in the ordinary
23 course of business.

24 7.3. Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

25 ONLY" Information or Items. Unless otherwise ordered by the Court or
26 permitted in writing by the Designating Party, a Receiving Party may
27 disclose any information or item designated "HIGHLY CONFIDENTIAL –
28 ATTORNEYS' EYES ONLY" only to:

1 (a) the Receiving Party's Outside Counsel of record in this action,
2 as well as employees of said Outside Counsel to whom it is reasonably necessary to
3 disclose the information for the prosecution or defense of this litigation;

4 (b) the Receiving Party's House Counsel, as well as employees of
5 said House Counsel to whom it is reasonably necessary to disclose the information
6 for the prosecution or defense of this litigation;

7 (c) experts (as defined in this Stipulated Protective Order) (1) to
8 whom disclosure is reasonably necessary for the prosecution or defense of this
9 litigation, and (2) who have signed the "Agreement to Be Bound by Protective
10 Order" (Exhibit A);

11 (d) the Court and its personnel;

12 (e) court reporters, their staffs, and professional vendors to whom
13 disclosure is reasonably necessary for the prosecution or defense of this litigation;
14 and

15 (f) the author of the document or the original source of the
16 information, and those persons reasonably believed to have received the document
17 or be knowledgeable about its contents in the ordinary course of business.

18 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
19 **IN OTHER LITIGATION**

20 If a Receiving Party is served by a non-party with a subpoena or an
21 order issued in other litigation that would compel disclosure of any information or
22 items designated in this action as "CONFIDENTIAL" or "HIGHLY
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY," the Receiving Party must so
24 notify the Designating Party, in writing (by fax, if possible) no more than ten court
25 days after receiving the subpoena or order. Such notification must include a copy
26 of the subpoena or court order.

1 The Receiving Party also must immediately inform in writing the non-
2 party who caused the subpoena or order to issue in the other litigation that some or
3 all the material covered by the subpoena or order is the subject of this Stipulated
4 Protective Order. In addition, the Receiving Party must deliver a copy of this
5 Stipulated Protective Order promptly to the non-party in the other action that
6 caused the subpoena or order to issue.

7 The purpose of imposing these duties is to alert the interested parties to
8 the existence of this Stipulated Protective Order and to afford the Designating Party
9 in this case an opportunity to try to protect its confidentiality interests in the court
10 from which the subpoena or order issued. The Designating Party shall bear the
11 burdens and the expenses of seeking protection in that court of its confidential
12 material – and nothing in these provisions should be construed as authorizing or
13 encouraging a Receiving Party in this action to disobey a lawful directive from
14 another court.

15 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

16 If a Receiving Party learns that, by inadvertence or otherwise, it has
17 disclosed Protected Material to any person or in any circumstance not authorized
18 under this Stipulated Protective Order, the Receiving Party must immediately (a)
19 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
20 best efforts to retrieve all copies of the Protected Material, (c) inform the person or
21 persons to whom unauthorized disclosures were made of all the terms of this
22 Stipulated Protective Order, and (d) request such person or persons to execute the
23 “Acknowledgment and Agreement to Be Bound” attached hereto as Exhibit A.

24 **10. FILING PROTECTED MATERIAL**

25 Information designated as “CONFIDENTIAL” or “HIGHLY
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that is included in any legal
27 paper (i.e., a paper intended to be filed with the Court) served in this action,
28

1 whether appended as an exhibit or incorporated into a pleading, affidavit,
2 declaration, memorandum of law or other legal document, shall be subject to the
3 terms of this Stipulated Protective Order, and such information may be disclosed by
4 the Receiving Party only to those persons identified in paragraph 7.2 above (with
5 respect to information designated as “CONFIDENTIAL”) or paragraph 7.3 above
6 (with respect to information designated as CONFIDENTIAL - ATTORNEYS’
7 EYES ONLY). Any legal paper, document or thing filed with the clerk of the
8 Court that contains any information designated as “CONFIDENTIAL” or
9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall be stamped or
10 marked “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
11 EYES ONLY,” as the case may be, and shall be submitted for filing under seal in
12 accordance with Civil Local Rule 79-5.1 and with a cover sheet bearing the caption
13 of this action and containing the following notice:

14 **CONFIDENTIAL – SUBMITTED FOR FILING**
15 **UNDER SEAL BY ORDER OF THE COURT.**
16 **FILED PURSUANT TO COURT ORDER TO BE**
OPENED ONLY AS DIRECTED BY THE COURT

17 Notwithstanding the foregoing, a second copy of any legal paper
18 specifically intended for review by the Court may be hand-delivered to the Court’s
19 chambers for review provided that the cover page of the legal paper be marked with
20 the caption of the case and the notation:

21 **CONTAINS CONFIDENTIAL INFORMATION**

22 Notwithstanding the foregoing, where a party wishes to include in a
23 legal paper a writing containing information that has been designated
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY,” but the confidential information contained in such writing is not relevant
26 to the purpose for which the writing is being offered to the Court, the party
27 including such writing in a legal paper may, in lieu of the procedures set forth
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1 above, submit a redacted copy of the writing. In such event, the redaction must be
2 indicated by placing the designation “REDACTED - CONFIDENTIAL
3 INFORMATION” in the place(s) on the writing in close proximity to where the
4 confidential information would have appeared.

5
6 Except for material filed with the clerk of the Court or delivered to the
7 Court as provided above, all materials containing information that has been
8 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY” shall be stored under the direct control of counsel
10 for the receiving party, who shall be responsible for preventing any disclosure
11 thereof except in accordance with the terms of this Stipulated Protective Order.

12 Nothing contained in this Stipulated Protective Order shall preclude
13 any party from using its own Confidential Information in any manner it sees fit,
14 without prior consent of any other party or the Court. Nothing herein shall operate
15 as any admission by any of the parties hereto that any particular materials contains
16 or reflects trade secrets, or other confidential or proprietary information.

17 **11. EXPERT MATERIALS**

18 The parties agree not to seek discovery of drafts of Expert reports and
19 declarations. The parties also agree not to seek discovery of and not to challenge a
20 failure to preserve notes created by or for an Expert in connection with preparation
21 of his or her Expert report or declaration unless the Expert relies on such notes and
22 such reliance is made explicit in the Expert’s report, declaration, or testimony. The
23 parties further agree not to seek discovery of and not to challenge a failure to
24 preserve written communications between a Party’s Counsel and such Party’s
25 testifying Expert unless the Expert relies on such communications and such reliance
26 is made explicit in the Expert’s report, declaration, or testimony.

12. FINAL DISPOSITION

Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60) days after the final termination of this action, each Receiving Party must destroy all Protected Material of the Producing Party. As used in this subdivision, “all Protected Material” includes all copies, abstracts, electronic files, compilations, summaries or any other form of reproducing or capturing any of the Protected Material of the Producing Party. Upon destruction, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty day deadline that identifies (by category, where appropriate) all the Protected Material that was destroyed and that affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of the Protected Material of the Producing Party. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Stipulated Protective Order as set forth in Section 4 (DURATION), above.

13. DISCLOSURE OF PROTECTED MATERIAL BY NON-PARTIES

Non-parties who provide information in response to a subpoena or discovery request may invoke the protection of this Order by (a) designating that information “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in accordance with this Stipulated Protective Order; and (b) signing a copy of this Stipulated Protective Order. Any non-party who invokes the protection of this Stipulated Protective Order shall also be bound by its obligations.

1 **14. MISCELLANEOUS**

2 14.1 Right to Further Relief. Nothing in this Stipulated Protective Order
3 abridges the right of any person to seek its modification by the Court in the
4 future.

5 14.2 Right to Assert Other Objections. By stipulating to the entry of this
6 Stipulated Protective Order no Party waives any right it otherwise would have to
7 object to disclosing or producing any information or item on any ground not
8 addressed in this Stipulated Protective Order. Similarly, no Party waives any right
9 to object on any ground to use in evidence of any of the material covered by this
10 Stipulated Protective Order.

11 14.3 Exclusive Jurisdiction. This Court shall have the exclusive jurisdiction
12 to enforce any disputes arising out of this Stipulated Protective Order.

13
14 SEPEHR DAGHIGHIAN
15 LAW OFFICES OF SEPEHR
16 DAGHIGHIAN, P.C.

MARK A. SAMUELS
JORDAN P. RAPHAEL
O'MELVENY & MYERS LLP

17 By: /s/ Sepehr Daghighian

By: /s/ Mark A. Samuels

18 *Attorneys for Plaintiff Bail Busters, Inc.*

19 *Attorneys for Defendants Andrew Amir*
20 *I. Sterling, Andrew Sterling Bail Bonds,*
21 *Inc., and Indiana Lumbermens Mutual*
22 *Insurance Company*

23 Dated: Los Angeles, California
24 May 25, 2011

25 IT IS SO ORDERED:

26 /s/
27 Hon. Jacqueline Chooljian
28 United States Magistrate Judge

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EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

BAIL BUSTERS, INC., a California
Corporation

Case No. CV-10-02150 DMG
(JCx)

Plaintiff,

**STIPULATED
PROTECTIVE ORDER**

v.

ANDREW AMIR I. STERLING, also
known as ANDREW STERLING, also
known as AMIR ISRAEL, an individual;
ANDREW STERLING BAIL BONDS,
INC., a California Corporation; INDIANA
LUMBERMENS MUTUAL INSURANCE
COMPANY, an Illinois Corporation; and
DOES 1 through 10, inclusive,
Defendants.

Hon. Dolly M. Gee

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [*print or type full name*], of
_____ [*print or type full address*], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on _____ in the above captioned case. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective

1 Order to any person or entity except in strict compliance with the provisions of this
2 Order.

3 I further agree to submit to the jurisdiction and venue of the United
4 States District Court for the Central District of California for the purpose of
5 enforcing the terms of this Stipulated Protective Order, even if such enforcement
6 proceedings occur after termination of this action, and understand that the Court
7 may impose sanctions for any violation of the attached Stipulated Protective Order.
8

9 Date: _____

10 Printed name:

11 _____
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13 Signature:

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